

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MICHAEL YAMASHITA
and MICHAEL YAMASHITA, INC.,

Plaintiffs,

v.

SCHOLASTIC INC.,

Defendant.

Civ. No. 2:16-cv-03839 (SRC)(CLW)

**DECLARATION OF EDWARD H. ROSENTHAL
IN SUPPORT OF DEFENDANT'S
MOTION TO DISMISS THE COMPLAINT OR,
IN THE ALTERNATIVE, TO TRANSFER VENUE**

I, Edward H. Rosenthal, declare under penalty of perjury that the following is true and correct:

1. I am a shareholder of the firm Frankfurt Kurnit Klein & Selz P.C., attorneys for defendant Scholastic Inc. ("Scholastic") in this action. I submit this declaration in support of Scholastic's Motion to Dismiss the Complaint of Plaintiffs Michael Yamashita ("Yamashita") and Michael Yamashita, Inc.'s ("MYI" and, with Yamashita, "Plaintiffs") or, in the alternative, to Transfer Venue.

2. Scholastic operated under a series of over-arching "preferred vendor agreements" with Plaintiff's agent, Corbis Corporation ("Corbis"), which shaped its licensing procedures (the "PVAs" and, each, a "PVA").

3. On August 8, 2001, Scholastic entered into a PVA with Corbis. A true and correct copy of this agreement, which has been redacted for confidentiality, is attached hereto as **Exhibit A.**


4. On October 1, 2004, Scholastic entered into a PVA with Corbis, which was meant to supersede all prior agreements between the parties. A true and correct copy of this agreement, which has been redacted for confidentiality, is attached hereto as **Exhibit B**. A small amount of text toward the left margin in the final two pages of the exhibit has been cut off. This is the way that the document appears as it was kept in Scholastic's files.

5. On September 24, 2008, Scholastic entered into a new PVA with Corbis, which was meant to supersede all prior agreements between the parties. A true and correct copy of this agreement, which has been redacted for confidentiality, is attached hereto as **Exhibit C**.

6. On July 1, 2011, Scholastic entered into a PVA with Corbis, which was meant to supersede all prior agreements between the parties. A true and correct copy of this agreement, which has been redacted for confidentiality, is attached hereto as **Exhibit D**.

7. While Plaintiffs do not attach to the Complaint their agreements with their licensing agent, Corbis, it has been my firm's experience in litigating other similar cases also involving Corbis photographers that some, if not many, of those agreements may also contain provisions requiring venue in New York.

Dated: New York, New York
September 14, 2016



Edward H. Rosenthal